



REQUEST FOR PROPOSAL (RFP)

FOR

**SELECTION OF CONSULTANTS/ NGOs TO ASSIST IN IMPLEMENTATION OF
RESETTLEMENT ACTION PLAN FOR:**

Improvement to 2 lane with paved shoulders of NH-40 between Shillong to Dawki section (from design km. 0+000 to km. 71+520) and the section of NH-44/NH-40 (Design km. 0+000 to km. 0+800) Guwahati - Shillong - Jowai road, Design Length 72.32 km in Meghalaya for execution on EPC Mode under JICA loan assistance

ON

ENGINEERING, PROCUREMENT & CONSTRUCTION (EPC) MODE

**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD
(MINISTRY OF ROAD TRANSPORT & HIGHWAYS, GOVT. OF INDIA)**

July, 2018

**NHIDCL, 3RD FLOOR, PRESS TRUST OF INDIA BUILDING, 4, PARLIAMENT STREET,
NEW DELHI - 110001**

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DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to the Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Client to the prospective Applicants or any other person. The purpose of this RFP is to provide prospective Applicants with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Applicant upon the statements contained in this RFP.

The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Client is bound to select an Applicant or to appoint the selected Agency, as the case maybe, to provide the Services and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

SECTION 1

LETTER OF INVITATION

To,
M/s.
.....
.....

Dear Sir,

1. National Highways & Infrastructure Development Corporation Ltd. (NHIDCL), a PSU constituted under the Ministry of Road Transport & Highways by Government of India. NHIDCL has been entrusted with Improvement to 2 lane with paved shoulders of NH-40 between Shillong to Dawki section (from design km. 0+000 to km. 71+520) and the section of NH-44/NH-40 (Design km. 0+000 to km. 0+800) Guwahati - Shillong - Jowai road, Design Length 72.32 km in the State of Meghalaya, *EPC mode, with Japan International Cooperation Agency (JICA) loan assistance*. JICA is funding under the scheme “North East Road Network Connectivity Project Phase-II” to improve and construct several National Highways in the North Eastern States. The goal of the improvement is to encourage sub-regional socio-economic development, trade and tourism within the country and with the neighboring countries. Resettlement Action Plan (RAP) for subject project has been prepared based on the detailed social survey. Cost of the Document in the form of a Non-refundable document fee of Rs 2,500/- (Rupees Two Thousand Five Hundred only) in the form of Demand Draft favoring 'National Highways & Infrastructure Development Corporation Ltd.' and payable at New Delhi must be furnished in a separate envelope while submitting the proposal. The detail of likely impact on the project road is listed in the Table: 1.

Table: 1 Details of Likely Impact on Project Road

NH No.	Name of Project Road	Length (in km.)	District covered	Total land acquisition required (in Ha)	Total No. of Structure Affected*	Total No. of Households Affected*	Total of Displace persons PAPs *	Total No. of CPRs
40	Shillong-Dawki (Design Km. 0+000 to Km. 71+520)	71.50	(i) East Khasi Hills (ii) Jaintia Hills	212.30 Ha	299 (Permanent- 32, Semi-permanent- 147, Kutcha- 120)	255	1275	15

****The figures are indicative and liable to change after final Verification.***

2. The Shillong- Dawki Project is single to intermediate lane with unpaved shoulders having right of way (ROW) varying from 10-30m. The existing ROW is encroached and squatted at

various locations specifically in existing villages/ market places. The existing ROW is not sufficient everywhere to accommodate the widening proposal. Keeping in view the widening for 2-lane with paved shoulder, suitable land acquisition has been planned to minimize the adverse impact on the community in the project area within the limitation of Technical requirement.

3. The likely affected area is a part of East Khasi Hills and Jaintia Hills district in the State of Meghalaya. The Baseline Survey for all Project Affected Household (PAH) along the project road has been carried out to understand the nature of likely impacts and devise mitigation measures that are tailored to the livelihood conditions of the affected community. The Resettlement Action Plan (RAP) is prepared based on detailed study of the area and the proposed design alignment so as to mitigate all such unavoidable negative impacts caused by the project in order to restore affected person's livelihoods.

4. The project requires additional land area of 212.30 Ha. The alignment passes through around 23 villages, where agricultural/forest land acquisition is envisaged. A majority of the affected land belongs to communities. These lands are managed by traditional institutions which are governed by Autonomous District Councils (ADCs) formed to safeguard Scheduled and Tribal areas of north-east India under the Sixth Schedule of Indian Constitution.

5. National Highways & Infrastructure Development Corporation Ltd. (NHIDCL) invites the Services of registered eligible Consultants/ .s (hereafter referred to as **"Consultants /NGOs"**) **for the implementation of Resettlement Action Plan** on the project road. Project road is stand alone for implementation of RAP as shown in Table 1. More details on the Services are provided in the attached Terms of Reference.

6. Intending Consultants/NGOs are invited to submit their proposal for RAP to the General Manager (Technical), Meghalaya, NHIDCL, PTI Building, 3rd Floor, 4-Parliament Street, New Delhi-110001. The critical date-sheet is as under:

Bid Document /NIT Publishing Date	:	30.07.2018 (1000 Hrs)
Bid Document Download Start Date	:	30.07.2018 (1000 Hrs)
Pre bid meeting	:	09.08.2018 (1500 Hrs)
Bid submission Start Date	:	13.08.2018 (1000 Hrs)
Last date of uploading/ submission of bid documents	:	20.08.2018 (1500 Hrs)
Opening Date of Technical Bid	:	21.08.2018 (1530 Hrs)
Date of uploading of list of Technically Qualified Applicants	:	31.08.2018 (1500 Hrs)
Date of Opening of Financial Bids of Qualified Applicants	:	To be intimated later

7. Consultant/NGOs will be selected under Quality and Cost Based Selection (QCBS 80:20) and as per the procedures described in this RFP.

8. The RFP includes the following Sections:

Section 1 - Letter of Invitation

Section 2 - Information to Consultant/NGOs

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract

Yours sincerely

Manmohan Singh Deol
General Manager (Technical)
National Highways & Infrastructure Development Corporation Ltd.
PTI Building, 3rd Floor,
4, Parliament Street,
New Delhi-110001
Tel. no.: 011-2346 1629
Email: gmt2@nhidcl.com
mohan.sd@gov.in

SECTION- 2 INSTRUCTIONS TO CONSULTANT/NGOS

1. Introduction

- 1.1 The Client named in the **Data Sheet** will select Consultant/NGOs for the implementation of RAP, who has submitted their Proposal, in accordance with the method of selection indicated in the **Data Sheet**.
- 1.2 Consultant/NGOs for the implementation of RAP are required to submit a Technical Proposal (essentially in hard bound form) and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**. The Proposal for implementing the RAP must be for the Project Road named in the **Data Sheet**. The Proposal shall be the basis for contract negotiation and ultimately for signing the contract with the selected Consultant/NGO.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the **Data Sheet**. When the Assignment includes several phases, the performance of the contract under each phase must be to the client's satisfaction before work begins on the next phase.
- 1.4 Consultant/NGOs, interested to submit the proposal, are advised to familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Consultant/NGOs are encouraged to pay a visit to the Client's office before submitting a Proposal, and to attend a pre-proposal conference, if one is specified in the **Data Sheet**. Attending the pre-proposal conference is optional. The Consultant/NGOs representative should contact the officials named in the **Data Sheet** to arrange for their visit or to obtain additional information on the pre-proposal conference.
- 1.5 The Client will provide the inputs specified in the **Data Sheet**, assist the consultant/NGOs by providing Letters needed to carry out the services, and make available relevant project data and reports if required for carrying out the services.
- 1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost to the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.7 It is expected that Consultant/NGOs provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other

assignments or their own interests. Consultant/NGOs shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, Consultant/NGOs shall not be selected under the circumstances set forth below:

- (a) A Consultant/NGO, which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing services for the same project. Conversely, Consultant/NGOs hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the Consultant/NGO's earlier consulting services) for the same project.
- (b) Consultant/NGOs or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Consultant/NGO.

1.7.2 As pointed out in Para. 1.7.1 (a) above, Consultant/NGOs may be hired for downstream work, where continuity is essential, in which case this possibility shall be indicated in the **Data Sheet** and the factors used for the selection of the Consultant/NGO should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which Consultant/NGO to hire for the purpose.

1.8 It is the National Highways & Infrastructure Development Corporation Ltd. (NHIDCL) policy that Consultant/NGOs observe the highest standard of ethics during the selection and execution of Contract. In pursuance of this policy, NHIDCL:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) “**fraudulent practice**” means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of NHIDCL, and includes collusive practices among Consultant/NGOs (prior to or after submission of proposals) designed to establish prices at artificial, non

- competitive levels and to deprive NHIDCL of the benefits of free and open competition.
- (b) will reject a proposal for award, if it determines that the Consultant/NGO recommended for award , has engaged in corrupt or fraudulent activities in competing for the Contract in question;
 - (c) will declare a Consultant/NGO ineligible, either indefinitely or for a stated period of time, to be awarded a NHIDCL Contract, if it at any time determines that the Consultant/NGO has engaged in corrupt or fraudulent practices in competing for, or in executing the contract; and
 - (d) will have the right to include a clause in contract, requiring Consultant/NGOs to permit NHIDCL to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the NHIDCL.
- 1.9 Consultant/NGO shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Govt. entity in accordance with the above sub Para 1.8 (c).
- 1.10 Consultant/NGO shall furnish information as described in the financial proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to contract execution if the Consultant/NGO is awarded the contract.
- 1.11 Consultant/NGOs shall make themselves aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.
- 2. Clarification and amendment to RFP Document:**
- 2.1 Consultant/NGOs may request a clarification of any of the clause of the RFP documents up to the number of days indicated in the **Data Sheet** before the Proposal submission date. Any request for clarification must be sent in writing by paper mail or electronic mail to the Client's address indicated in the **Data Sheet**. The Client will respond by electronic mail and uploading the response on its website to such requests.
- 2.2 At any time before the submission of Proposal, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited Consultant/NGO, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be uploaded on the NHIDCL website i.e. www.nhidcl.com and CPP portal i.e. <https://eprocure.gov.in> of Gol. Any addenda, if issued, shall be deemed to have been intimated once uploaded in website and will be binding on the participating Consultant/NGOs. The Client may at its discretion extend the deadline for the submission of Proposals.

3. Preparation of Proposal

- 3.1 Consultant/NGOs are requested to submit the Technical Proposal online as well as in hard bound form (Para 1.2) written in the language(s) specified in the **Data Sheet**. The Financial Proposal is to be submitted online only. The Technical Proposal in physical form must be in sealed envelope.

Technical Proposal

- 3.2 In preparing the Technical Proposal, Consultant/NGOs are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, Consultant/NGOs must give particular attention to the following:
- (i) If a Consultant/NGO consider that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with other CONSULTANT/NGO(s) and/or other Firms or entities in a joint venture relationship or sub-consultancy, as appropriate. Consultant/NGO may associate with the other Consultant/NGO invited for this Assignment only with approval of the Client as indicated in the **Data Sheet**. Consultant/NGO must obtain the approval of the client to enter into a Joint Venture with Consultant/NGOs not invited for this assignment. The Consultant/NGOs are encouraged to seek participation of local Consultant/NGO by entering into a joint venture with, or associating themselves with the local Consultant/NGO.
 - (ii) For assignments on a staff-time basis, the estimated number of Key Professional staff-months is given in the **Data Sheet/TOR**.
 - (iii) It is desirable that the majority of the Key Professional staff proposed be permanent employees of the CONSULTANT/NGO or has an extended and stable working relation with it.
 - (iv) Proposed Key Professional staff must, at a minimum, have the experience indicated in the **Data Sheet/TOR**, preferably under conditions similar to those prevailing in the area of the Assignment.
 - (v) Alternative Key Professional staff shall not be proposed, and only one curriculum Vitae (CV) shall be submitted for each position.
 - (vi) Reports to be issued by the NGOs as part of this assignment must be in the language(s) specified in the **Data Sheet**. It is desirable that the Consultant/NGO's personnel have a working knowledge of the language spoken/understood by the general public (Khasi) in the area.

3.4 The Technical proposal should provide the following information using the Technical Proposal submission form (Section 3A) and attached Standard Forms (Section 3):

- (i) A brief description of the Consultant/NGOs organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and Consultant/NGO's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) The list of the proposed staff team by position, the tasks that would be assigned to each staff team member, and their person-month (Section 3E).
- (v) CVs signed by the proposed Key Professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the Consultant/ Ngo/ entity, and degree of responsibility held in various assignments during the tenure.
- (vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each Key Professional staff team member (Sections 3E and 3G).
- (vii) Activity Schedule details with field verification, completion and submission reports should be submitted in section 3H.
- (viii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (ix) Any additional information requested in the Data Sheet.
- (x) The Technical proposal shall be uploaded on CPP Portal i.e. <https://eprocure.gov.in> as well as submitted in hard form at the address mentioned in this RFP at scheduled date and time.

3.5 The Technical Proposal must not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, Consultant/NGOs are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard BOQ uploaded on CPP Portal i.e. <https://eprocure.gov.in>. It lists all costs associated with the Assignment,

including remuneration for staff, in the field and at headquarters, local transportation and for mobilization and demobilization, services, hiring charge for vehicles, office equipment, furniture, and supplies, office rent, insurance, printing of documents, surveys etc.

- 3.7 The Financial Proposal should include all the local taxes (including social security, Goods and Service Tax), duties, fees, levies, and other charges imposed under the applicable law on the Consultant/NGO, unless the **Data Sheet** specifies otherwise.
- 3.8 Consultant/NGOs have to express the price of their services in INR only (inclusive of all taxes including Goods and Services Tax).
- 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the Assignment will be listed in the Financial Proposal submission form (section 4A).
- 3.10 The **Data Sheet** indicates how long the proposals must remain valid after the submission date. During this period, the Consultant/NGO is expected to keep available the Key Professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Consultant/NGO, who do not wish to extend the validity of their proposal, can do so and withdraw from the selection process.
- 3.11 The applicant shall furnish as part of its Proposal, a Bid Security of Rs 1,00,000/- (Rupees One lakhs only) in the form of a Bank Guarantee in the prescribed format given at Section 3I issued by one of the Nationalized/ Scheduled Banks in India, approved by RBI having a net worth of not less than 500 crore as per the latest Annual Report of the Bank, in favour of the Managing Director, National Highways & Infrastructure Development Corporation Limited payable at New Delhi (the “**Bid Security**”) valid for a minimum period of 150 days (i.e. 30 days beyond the validity of the proposal) from the last date of submission of proposals. The Bank Guarantee for Bid Security shall be transmitted online through SFMS gateway to NHIDCL banker i.e. Syndicate Bank, (SYNB0009062), 1-Parliament Street, Transport Bhawan, New Delhi-110001. Demand Draft of Rs 1, 00,000/- (Rupees One lakhs only) can also be deposited as bid security. This Bid Security is refundable not later than 30 (thirty) days from the date of Opening of the Financial proposals except in case of the two highest ranked Applicants. Bid Security of the Selected Applicant and the Second ranked Team shall be returned, upon the Selected Applicant signing the Agreement.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original Proposal (Technical Proposal; see Para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as

necessary to correct errors made by the Consultant/NGO itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

- 4.2 An authorized representative of the Consultant /NGO initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 4.3 The Consultant /NGO shall prepare the number of copies (In Hard and Soft Copy) indicated in the **Data Sheet**. If there are any discrepancies between the physical and the uploaded copies of the Proposal, the provision made in uploaded proposal shall govern.
- 4.4 The physical copy of the Technical Proposal shall be placed in a sealed envelope clearly marked "**Technical Proposal**". This envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE BID OPENING COMMITTEE.**"
- 4.5 The Proposal must be submitted online and delivered-at the submission address on or before the date and time stated in the **Data Sheet**. Any Proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals the Technical Proposal shall be opened at the date and time stated in the **Data Sheet** by the Bid opening committee. All submitted proposals are to be opened publicly.

5.0 Proposal Evaluation

General

Proposal will be evaluated on three stages:-

- Stage-1: Responsiveness
- Stage-2: Technical Evaluation
- Stage-3: Financial Evaluation

5.1 Criteria for Responsiveness of proposal: Responsiveness of proposal will be checked on the basis of following.

- (A). In case of JV proposal must be accompanied by JV Agreement MOU/ JV agreement.
- (B). Methodology / Work Plan must be submitted with proposal.
- (C). Details of work Experience certificate with value of services rendered. Certificate issued by Client/ Principal Employer must be submitted along with proposal.
- (D). CV must contain photograph & Signature of the Key Person, age proof certificate, Educational Qualification certificate & Experience certificate

and all certificates must be countersigned by the Authorized representative.

- (E). Proposal must be hard bound.
- (F). Power of Attorney of the person signing the Document.
- (G). Registration certificate of the Consultant /NGO certified by the Authorized representative.
- (H). Declaration of genuineness of proposal on stamp paper.

Evaluation of Technical Proposals

- 5.2 The evaluation committee appointed by the Client as a whole and each of its members individually shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system specified in the **Data Sheet**. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- 5.3 From the time the bids are opened to the time the contract is awarded, if any Consultant /NGO wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the **Data Sheet**. Any effort by the Consultant/NGO to influence the Client in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Consultant/ NGO's proposal.
- 5.4 Evaluators of Technical Proposals shall have no access to the Financial Proposals.

Public Opening and Evaluation of Financial Proposals; Ranking

- 5.5 After the evaluation of Technical Proposal is completed, the Client shall notify those Consultant /NGO whose Technical proposals did not meet the minimum qualifying requirement or were considered non-responsive to the requirement of RFP and Terms of Reference. The Client shall simultaneously notify the Consultant /NGOs who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date of Financial Proposal shall be taken into account the time for the Consultant /NGO to witness the opening of financial proposal. The notification shall be sent by any of the method like registered letter, facsimile, electronic mail or combination thereof in addition to uploading the results and communications on NHIDCL website and CPP Portal.
- 5.6 The Financial Proposals shall be opened publicly in the presence of the Consultant /NGO's representatives who choose to attend. The name of the Consultant /NGO, the quality scores, and the proposed prices shall be read aloud

and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

- 5.7 The evaluation committee will determine whether the Financial Proposals are complete. Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to have been included in the prices of other activities or items, and no corrections will be made to the Financial Proposal. The Client's evaluation committee will correct any computational or arithmetical errors in the Proposals. The evaluation shall include those Local taxes, duties and consultancy services taxes imposed under the applicable law (and to be paid under the contract by the Consultant /NGO unless the Consultant /NGO is exempted) and estimated as per Para 3.7.
- 5.8 The lowest Financial Proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the **Data Sheet**. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the **Data Sheet**.
Combined Score $S = S_t \times T + S_f \times P$; The Consultant /NGO achieving the highest rank based on combined technical & financial score, will be invited for negotiations.

6. Negotiations

- 6.1 Negotiations will be held at the address indicated in the **Data Sheet**. The aim is to confirm the availability of all the Key Personnel named in the Technical Proposal and reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the Consultant /NGO to improve the Terms of Reference. The Client and Consultant /NGO will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" which shall form part of the contract. Special attention will be paid in clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 6.3 The financial negotiations will include a clarification (if any) of the Consultant/NGO's tax liability in the Client's country, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- 6.4 After selection of the Consultant /NGO on the basis of, among other things, an evaluation of proposed Key Professional staff, the Client expects to negotiate the Contract on the basis of the experts named in the Proposal. During contract

negotiations, the Consultant /NGO shall confirm the availability of the persons named in their proposal. Normally no substitution of personal named in the proposal shall be considered, however under compelling circumstances, such substitution may be considered provided, the new substitution CV scores better or at least equal marks than those of the original CV. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the Consultant /NGO may be disqualified.

- 6.5 The negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant /NGO will initial the agreed contract. If negotiations fail, the Client will invite the Consultant /NGO whose proposal received the second highest score to negotiate a contract.

7. Award of Contract

- 7.1 After successful completion of contract negotiations, the Client shall issue Letter of Acceptance (LOA) to the selected bidder. The selected bidder will furnish within 10 days of the issue of LOA, an unconditional Bank Guarantee for an amount equivalent to 5% of the total contract value in the format prescribed in Appendix-F of Section 6 (Draft form of Agreement) of RFP, from one of the Nationalized/ Scheduled Banks in India, approved by RBI having a net worth of not less than 500 Crore as per the latest Annual Report of the Bank, in favour of the Managing Director, National Highways & Infrastructure Development Corporation Limited payable at New Delhi (the “**Performance Security**”). In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JV. The Performance Security shall be valid for a period of stipulated time of completion plus **200 days**. The Bank Guarantee for Performance Security shall be transmitted online through SFMS gateway to NHIDCL banker i.e Syndicate Bank, 1, Parliament Street, Transport Bhawan, New Delhi-110001. If a Consultant fails to submit the Performance Security (as specified above), it shall attract penalty encashment of Bid Security submitted by the Consultant After verification of the Bank Guarantee for the Performance Security and subsequently signing of the Contract with the selected Consultant /NGO, the Client will promptly notify other Consultant /NGO intimating thereby the finalization of Contract.

- 7.2 The Consultant /NGO is expected to commence the Assignment on the date specified in the **Data Sheet**.

8. Confidentiality

- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Consultant /NGOs who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant /NGO has been notified and awarded the contract.

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DATA SHEET Information to Consultant /NGOs

Reference Clause to Section-2	Details
1.1	The name of the Client is: National Highways & Infrastructure Development Corporation Ltd. (NHIDCL), New Delhi. Method of selection: Quality-and Cost-Based Selection (QCBS) 80:20
1.2	Proposal invited are: Technical and Financial Proposals are requested. Assignment Name: Selection of Consultants/ NGOs to assist in implementation of Resettlement Action Plan for Improvement to 2 lane with paved shoulder of NH-40 between Shillong to Dawki section (from design km. 0+000 to km. 71+520) and the section of NH-44/NH-40 (Design km. 0+000 to km. 0+800) Guwahati - Shillong - Jowai road, Design Length = 72.32 km in Meghalaya for execution on Engineering, Procurement and Construction (EPC) mode under JICA loan assistance Descriptions of the Assignment are provided in the TOR.
1.3	The Assignment is phased: No.
1.4	A pre-proposal conference will be held: on 09.08.2018 at 1500 hrs at below mentioned address. The name, address and telephone/numbers of the Client's Official are: MANMOHAN SINGH DEOL General Manager (Technical) National Highways & Infrastructure Development Corporation Ltd. PTI Building, 3 rd Floor , 4, Parliament Street, New Delhi-110001 Ph.: 011-2346 1629, Email: gmt2@nhidcl.com , mohan.sd@gov.in
1.5	The Client will provide the following inputs: Resettlement Action Plan, Technical Drawings
1.7.2	The Client envisages the need for continuity for downstream work: Yes
1.11	The clauses on fraud and corruption in the contract are: Sub-Clauses 2.6.1(d) of G.C.C.
2.1	Clarifications may be requested up to the next day of the date of pre-proposal conference.

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	<p>The address for requesting clarifications is</p> <p>MANMOHAN SINGH DEOL General Manager (Technical) National Highways & Infrastructure Development Corporation Ltd. PTI Building, 3rd Floor , 4, Parliament Street, New Delhi-110001 Tel.: 011-23461629, Email: gmt2@nhidcl.com/mohan.sd@gov.in</p>
3.1	Proposals should be submitted in the English language.
3.3	<p>(i) Short-listed Consultant /NGO may associate with other short-listed Consultant /NGO: No</p> <p>(ii) The estimated number of Key Professional staff months required for the assignment is given in the TOR.</p> <p>(iv) The minimum required experience of proposed Key Professional staff provided in the TOR.</p> <p>(vi) Reports which are part of the assignment must be written in English and in Hindi/ Local language, wherever required.</p>
3.4	<p>(viii) Training is a feature of this Assignment: Yes (As per the provisions of TOR)</p> <p>(ix) None</p>
3.7	Taxes - Consultant /NGOs should submit the Financial Proposal inclusive of all tax including Goods and Service Tax.
3.10	Proposals must remain valid 120 days after the latest date of submission.
3.11	Bid Security: Bank Guarantee or Demand Draft for an amount of Rs 1,00,000/- (Rs One Lakh only).
4.3	<p>Consultant /NGOs must submit an original hard-bound copy of the Technical proposal.</p> <p>Soft Copy of the proposal to be uploaded on CPP Portal i.e. https://eprocure.gov.in.</p>
4.5	<p>The proposal submission address is</p> <p>MANMOHAN SINGH DEOL General Manager (Technical) National Highways & Infrastructure Development Corporation Ltd. PTI Building, 3rd Floor , 4, Parliament Street, New Delhi-110001 Ph.: 011-2346 1684, Email: gmt2@nhidcl.com, mohan.sd@gov.in</p> <p>Proposals must be submitted not later than the following date and time: 20.08.2018 at 1500 hrs.</p>

4.6	The Technical Proposals shall be opened on 21.08.2018 at 1530 hrs.																																															
5.2	The number of points to be given under each of the evaluation criteria are:		Points																																													
	(i) Specific experience of the Consultant/NGO related to the Assignment		20																																													
	<table><tr><td>i)</td><td colspan="2">Year of Establishment of Firm=4</td></tr><tr><td>(a)</td><td>Minimum 5 Years from due date of submission of proposal</td><td>3</td></tr><tr><td>(b)</td><td>For Additional completed years</td><td>1</td></tr><tr><td>(ii)</td><td colspan="2">Number of Highway project completed as Consultant/NGO at least one project with minimum one year duration =4</td></tr><tr><td>(a)</td><td>2 project</td><td>3</td></tr><tr><td>(b)</td><td>For Additional completed project</td><td>1</td></tr><tr><td>(iii)</td><td colspan="2">Number of Highway project completed as Consultant/ NGO (multilateral funding agencies at least one project with minimum one year duration)=4</td></tr><tr><td>(a)</td><td>1 project</td><td>3</td></tr><tr><td>(b)</td><td>For Additional completed project</td><td>1</td></tr><tr><td>(iv)</td><td colspan="2">Other then highway project completed as Consultant/ NGO (multilateral funding agencies at least one project with minimum one year duration)=4</td></tr><tr><td>(a)</td><td>1 project</td><td>3</td></tr><tr><td>(b)</td><td>For additional completed project</td><td>1</td></tr><tr><td>(iv)</td><td colspan="2">Experience in region & language.= 4</td></tr><tr><td>(a)</td><td>Experience of similar project in NER region (at least one project with minimum one year duration)</td><td>3</td></tr><tr><td>(b)</td><td>Experience of similar project in Meghalaya (at least one project with minimum one year duration)</td><td>1</td></tr></table>			i)	Year of Establishment of Firm=4		(a)	Minimum 5 Years from due date of submission of proposal	3	(b)	For Additional completed years	1	(ii)	Number of Highway project completed as Consultant/NGO at least one project with minimum one year duration =4		(a)	2 project	3	(b)	For Additional completed project	1	(iii)	Number of Highway project completed as Consultant/ NGO (multilateral funding agencies at least one project with minimum one year duration)=4		(a)	1 project	3	(b)	For Additional completed project	1	(iv)	Other then highway project completed as Consultant/ NGO (multilateral funding agencies at least one project with minimum one year duration)=4		(a)	1 project	3	(b)	For additional completed project	1	(iv)	Experience in region & language.= 4		(a)	Experience of similar project in NER region (at least one project with minimum one year duration)	3	(b)	Experience of similar project in Meghalaya (at least one project with minimum one year duration)	1
i)	Year of Establishment of Firm=4																																															
(a)	Minimum 5 Years from due date of submission of proposal	3																																														
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(b)	For Additional completed project	1																																														
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(iv)	Experience in region & language.= 4																																															
(a)	Experience of similar project in NER region (at least one project with minimum one year duration)	3																																														
(b)	Experience of similar project in Meghalaya (at least one project with minimum one year duration)	1																																														
	(ii) Adequacy of the proposed work plan and methodology in responding to the TOR		10																																													
	(iii) Qualifications and competence of the Key Professional staff for the Assignment		70																																													
	Team Leader (25)																																															
	R&R Expert (15)																																															
	Civil Engineer (10)																																															
	Social Development Expert (10)																																															
	Communication and Facilitation Expert (10)																																															
	Technical support Staff (Nil)																																															
	Total Points :		100																																													

The weightage to be given for qualifications and competence of the Team Leader, Key Personnel for the assignment are:

Particulars	Weightage (%)
(i) General qualifications	30
(ii) Adequacy for the project	60
(iii) Experience in region & language	10
Total :	100
The minimum technical score required to pass is : 75 Points	

Detailed Evaluation Criteria for Key Personnel

Team Leader

Sr. No.	Qualification	Marks
1.	General Qualification	30
(a)	Bachelor's degree	15
(b)	Post Graduate degree in Social Science / Sociology/ Economics/ Social work/ Rural development	10
(c)	Degree in law	05
2.	Adequacy for the Project	60
(a) (i)	Minimum Professional Experience of 15 Years in implementation of RAP.	10
(ii)	Additional 1 mark for each additional 2 year (up to 2 marks maximum)	2
(b) (i)	Minimum relevant experience in Land Acquisition, R & R activities (3 nos. of projects in highway or other sector).	10
(ii)	Additional 1 marks for each additional project (up to 2 marks maximum)	2
(c) (i)	Experience of land acquisition, R&R in minimum 2 linear highway project of minimum length of 20 km	10
(ii)	Additional 1 mark for each additional project (upto 2 marks maximum)	2
(d) (i)	Experience (minimum 2 project) at responsible position as Team leader, R&R Expert, Area Manager or equivalent.	10
(ii)	Additional 1 marks for each additional project (up to 2 marks maximum)	2

(e) (i)	Minimum relevant experience in conduction of minimum 5 training/workshop in resettlement issue.	10
(ii)	Additional 1 marks for each additional training/workshop in resettlement issue. (up to 2 marks maximum)	2
3.	Experience in region & language	10
(a) (i)	Experience of minimum 3 years in NER region for similar assignment	5
(ii)	Additional 1 mark for additional 2 year in NER region for similar assignment	2.5
(iii)	Additional 1 mark for Experience of minimum 1 year in Meghalaya State for similar assignment.	2.5

Deputy Team Leader (Resettlement Expert)

Sr. No.	Qualification	Marks
1.	General Qualification	30
(a)	Bachelor's degree	15
(b)	Post Graduate degree in Social Science / Sociology/ Economics/ Social work/ Rural development	10
(c)	Degree in law	05
2.	Adequacy for the Project	60
(a) (i)	Minimum Professional Experience of 10 Years in implementation of RAP.	15
(ii)	Additional 2.5 mark for each additional two year (up to 5 marks maximum)	5
(b) (i)	Minimum relevant experience in Land Acquisition, R & R activities (3 nos. of projects in highway or other sector).	15
(ii)	Additional 2.5 marks for each additional year (up to 5 marks maximum)	5
(c) (i)	Experience in minimum 2 Project regarding Land measurement/ Land valuation process in national highways/road projects.	8
(ii)	Additional 1 marks for each additional project (up to 2 marks maximum)	2
(d) (i)	Minimum relevant experience in conduction of minimum 5 training/workshop in resettlement issue.	8

(ii)	Additional 1 marks for each additional training/workshop in resettlement issue. (up to 2 marks maximum)	2
3.	Experience in region & language	10
(a) (i)	Experience of minimum 3 years in NER region for similar assignment	5
(ii)	Additional 1 mark for additional 2 year in NER region for similar assignment	2.5
(iii)	Additional 1 mark for Experience of minimum 1 year in Meghalaya State for similar assignment.	2.5

MIS Specialist

Sr. No.	Qualification	Marks
1.	General Qualification	30
(a)	Bachelor's degree in Statics/Mathematics/Computer Science/Engineering	24
(b)	Post Graduate degree	6
2.	Adequacy for the Project	60
(a) (i)	Minimum relevant Experience of 10 Years in Resettlement Tool	15
(ii)	Additional 1 mark for each additional 2 year (up to 5 marks maximum)	5
(b) (i)	Minimum relevant experience in Land Acquisition, R & R activities (2 nos. of projects) in national highways/road projects.	15
(ii)	Additional 1 marks for each additional year (up to 5 marks maximum)	5
(c) (i)	Experience in minimum 2 Project regarding Land acquisition involving valuation of land and assets.	15
(ii)	Additional 2.5 marks for each additional such project (up to 5 marks maximum).	5
3.	Experience in region & language	10
(a) (i)	Experience of minimum 3 years in NER region for similar assignment	5
(ii)	Additional 1 mark for additional 2 year in NER region for similar assignment	2.5

(iii)	Additional 1 mark for Experience of minimum 1 year in Meghalaya State for similar assignment.	2.5
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Gender and livelihood Development Expert

Sr. No.	Qualification	Marks
1.	General Qualification	30
(a)	Bachelor's degree in any discipline	24
(b)	Post Graduate degree in social science	6
2.	Adequacy for the Project	60
(a) (i)	Minimum Professional Experience of 7 Years as Gender and livelihood Development Expert.	20
(ii)	Additional 2 mark for each additional year (up to 10 marks maximum)	10
(iii)	Additional 5 marks for working in national highways/road projects (maximum 10 marks)	10
(b) (i)	Minimum 5 years Experience in project involving HIV/ AIDS awareness.	15
(ii)	Additional 1 marks for each additional year (up to 5 marks maximum)	5
3.	Experience in region & language	10
(a) (i)	Experience of minimum 3 years in NER region for similar assignment	5
(ii)	Additional 1 mark for additional 2 year in NER region for similar assignment	2.5
(iii)	Additional 1 mark for Experience of minimum 1 year in Meghalaya State for similar assignment.	2.5

Area Manager

Sr. No.	Qualification	Marks
1.	General Qualification	30
(a)	Bachelor's degree in any discipline	24
(b)	Post Graduate degree in Social Science	6
2.	Adequacy for the Project	60
(a) (i)	Minimum Professional Experience of 5 Years in implementation of RAP.	15
(ii)	Additional 1 mark for each additional year (up to 5 marks maximum)	5
(b) (i)	Minimum relevant experience in Land Acquisition, R & R activities (2nos. of projects) in national highways/road projects.	15
(ii)	Additional 2.5 marks for each additional year (up to 5 marks maximum)	5
(c) (i)	Experience in minimum 1 Project regarding Land measurement/ Land valuation process.	8
(ii)	Additional 1 marks for each additional project (up to 2 marks maximum)	2
(d) (i)	Minimum relevant experience of conduction at least 5 training/workshop in resettlement issue. (5 nos. of projects).	8
(ii)	Additional 1 marks for each additional training/workshop in resettlement issue. (up to 2 marks maximum)	2
3.	Experience in region & language	10
(a) (i)	Experience of minimum 3 years in NER region for similar assignment	5
(ii)	Additional 1 mark for additional 2 year in NER region for similar assignment	2.5
(iii)	Additional 1 mark for Experience of minimum 1 year in Meghalaya State for similar assignment.	2.5

5.3	<p>The address to send information to the Client is:</p> <p>Manmohan Singh Deol General Manager (Technical) National Highways & Infrastructure Development Corporation Ltd. PTI Building, 3rd Floor , 4, Parliament Street, New Delhi-110001 Tel.: 011-23461684, Email: gmt2@nhidcl.com, mohan.sd@gov.in</p>
5.8	<p>The formula for determining the financial scores is the following:</p> <p>$[S_f = 100 \times F_m / F]$, in which S_f is the financial score, F_m is the lowest price, and F, the price of the proposed under consideration]</p> <p>The weights given to the Technical and Financial Proposals are:</p> <p style="padding-left: 40px;">$T = 0.80$, and $F = 0.20$</p>
6.1	<p>The address for negotiations is:</p> <p>National Highway & Infrastructure Development Corporation Ltd., Conference Hall at PTI Building, 3rd Floor, 4, Parliament Street, New Delhi-110001 Tel. Ph.: 011-2346 1684 e-mail: gmt2@nhidcl.com, mohan.sd@gov.in</p>
7.2	<p>The Assignment is to commence from the date of signing of the Contract.</p>

SECTION 3**TECHNICAL PROPOSAL - STANDARD FORMS**

3A.	Technical Proposal submission form.
3B.	Consultant/ NGO's references.
3C.	Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.
3D.	Description of the methodology and work plan for performing the assignment.
3E.	Team composition and task assignments.
3F.	Format of Curriculum Vitae of proposed key professional staff.
3G.	Time schedule for professional personnel.
3H.	Activity (work) schedule.
3I.	Bank Guarantee format for Bid Security.

3A. Technical Proposal Submission Form

[Location, Date]

FROM: (Name of Consultant/ NGO)

To: (Name and Address of Client)

Sir/Madam:

Subject: Hiring of Consultant/ NGO Service for -----

Technical Proposal.

We, the undersigned, offer to provide the Consultancy/ NGO services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, under sealed envelope and uploaded on CPP portal i.e. <https://eprocure.gov.in> and financial proposal uploaded only on CPP Portal.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant/ NGO:

Address:

3B. Consultant /NGO's References

Relevant Services Carried Out in the Last Five Years that Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your Consultant /NGO, either individually as a corporate entity or as one of the major companies within an association, was legally contracted. (Certificate with Values of Services from Employer regarding experience must be furnished)

Assignment Name:		Country:	
Location within Country:		Key professional staff Provided by Your Consultant /NGO (profiles):	
Name of Client:		No. of Staff:	
Address:		No. of Staff-Months; duration of assignment:	
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in INR):	
Name of Associated Consultant /NGOs, if any:		No. of Months of Key professional staff, provided by Associated Consultant /NGOs:	
Name of Senior Staff (Team Leader etc.) involved and functions performed:			
Narrative Description of Project:			
Description of Actual Services Provided by Your Staff:			

Consultant/ NGO's Name: _____

Signature of Authorized Representative with seal:- _____

3 C. Comments and Suggestions of Consultant /NGO on the Terms of Reference and on Data, Services and Facilities to be provided by the Client

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client

- 1.
- 2.
- 3.
- 4.
- 5.

Consultancy firm /NGO's Name:

3D. Description of the Methodology and Work Plan for Performing the Assignment

3E. Team Composition and Task Assignments**1. Key Personnel**

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

2. Sub Key Personnel

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

3F. Format of Curriculum Vitae (CV) For Proposed Key Professional staff

(Maximum age of Key professional should not be greater than 65 years on date of submission of proposal.)

Passport
size photo
to be
affixed

Proposed Position: _

Name of Consultant/ NGO: ____

Name of Staff: ____

Profession: ____

Date of Birth: ____ (Please furnish proof of age)

Years with Consultancy firm/ NGO: __ Nationality: ____

Membership in Professional Institution: ____

Detailed Tasks Assigned: ____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize College/University and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. (Please furnish proof of educational qualification)].

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member giving dates, names of employing organizations, titles of positions held, duration of assignment and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. [Use about two pages].

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing].

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date: _

[Signature of staff member and authorized representative of the Consultant/ NGO]

Signature of staff member	Authorized Representative	Consultant/ NGO	Day/Month/Year

Full name of staff member :

Full name of authorized representative :

Note: Each page of the CV should be signed in ink by both the staff member and the Authorized Representative of the Consultant /NGO. Photocopies without signature of the two will not be considered for evaluation.

3G. Time Schedule for Key Professional Personnel

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)												Number of Months
				1	2	3	4	5	6	7	-	-	-	-	-	
1.																Subtotal (1)
2.																Subtotal (2)
3.																Subtotal (3)
4.																Subtotal (4)

Full-time: _____ Part-time: _____

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized Representative)

Full Name : _____

Title : _____

Address : _____

3H. Activity (Work) Schedule

A. Field Work and Study Items:

Month-wise Program (in form of Bar Chart) [1st, 2nd, etc. are months from the start of assignment]													
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	-	-	-	-	-

B. Completion and Submission of Reports

Reports:	Programme: (Date)
1. Inception Report	
2. Progress Report (a) Monthly Progress Report (b) Quarterly Progress Report	
3. Draft Final Report	
4. Final Report	

3I. BANK GUARANTEE FORMAT FOR BID SECURITY

(To be stamped in accordance with Stamp Act if any, of the country of issuing bank)

Ref.: Tender No. , dated

Bank Guarantee:

Date:

WHEREAS, _____ (Name of Bidder) _____ (hereinafter called "the bidder") has submitted his bid dated _____ (date) for the **Tender No.** _____, dated _____ (hereinafter called "the Bid". KNOW ALL MEN by these presents that We, _____ [Name of Bank] of _____ [Name of Country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of employer] (hereinafter called "the Employer") in the sum of Rs. _____ (Rupees _____ Lakhs only) for which payment will and truly to be made to the said employer the bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 201_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document; or
2. If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity,

a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

b. fails or refuses to furnish the Performance Security, in accordance with the letter of invitation,

we undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 150 (one hundred and fifty) days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to _____ Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease

This guarantee shall also be operable at our -----, New Delhi office, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In

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the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

The liability of bank under this Guarantee shall not be affected by any change in the constitution of the consultant or of the Bank.

DATE _____

SIGNATURE OF THE BANK _____

SEAL OF THE BANK _____

SIGNATURE OF THE WITNESS _____

Name and Address of the Witness _____

The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India.

NOTE for Issuing Bank (Not to be included in the BG):-

(i) The bank guarantee(s) contain(s) the name, designation and Code number of the officer(s) signing the guarantee(s).

(ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

(iii) The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).

(iv) The Bank Guarantee shall be transmitted through SFMS gateway to our banker with following details:

S. No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch IFSC	SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank transport Bhawan, 1st Parliament Street, New Delhi-110001

(v) The confirmation with supporting details if any shall be specifically mentioned in the covering letter issued with the Bank Guarantee.

SECTION 4

FINANCIAL PROPOSAL - STANDARD FORM

Financial proposal submission template shall have to be downloaded from CPP Portal and submitted as per the instruction.

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of Remuneration.
- 4D. Office and Travel Expenses.
- 4E. Miscellaneous Expenses.

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4A. Financial Proposal Submission Form

[Location, Date]

FROM: (Name of Firm)

TO: (Name and Address of Client)

Sir/ Madam:

Subject: Hiring of Consultant/ NGO's Services for -----
-----Financial Proposal.

We, the undersigned, offer to provide the Consultancy/ NGO services for the above assignment in accordance with your Request for Proposal dated [Date], and our Proposal (technical and Financial Proposals).

Our attached financial proposal is for the sum of amount as uploaded on CPP Portal in the prescribed format of Financial Proposal for Phase-I in BOQ. This amount is Inclusive of the all taxes which we have estimated at [amount as uploaded on CPP Portal in the prescribed format of Financial Proposal in BOQ].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "**Prevention of Corruption Act 1988**" with all amendments.

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and contract execution, if we are awarded the contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Firm:

Address:

4B. Summary of Costs

Sl. No.	Name of Activity	Costs	Currency (INR)	Amounts	
				In Figures	In Words
1.	Key Professional Personnel) (i). Team leader (ii). Deputy Team Leader (Resettlement Expert) (iii). MIS Specialist (iv). Gender and livelihood Development Expert (v). Area Manager (vi). Technical support staff				
2.	Office and Travel Expenses				
3.	Miscellaneous				
Total Amount of financial proposal (inclusive of the all taxes including goods and service Tax)					

4C. Breakdown of Remuneration

Sl.No.	Names	Position	No. of persons	Input (Months)	Remuneration		Amount
					Currency (INR)	Rate	
A.	Expert Team (Key Personnel)						
1.		Team Leader	1	12			
2.		Deputy Team Leader	1	12			
3.		MIS Specialist	2	2 X 12=24			
4.		Gender & Livelihood expert	4	4 X 12=48			
5.		Area Manager	4	4 X 12=48			
B.	Non-key Personnel (Technical support Staff)						
1.		Technical support staff	4	4 X 12= 48			
Grand Total			16				

4D. Office and Travel Expenses

Sl. No.	Description	Unit	Quantity	Unit Price in	Total Amount in
1	Travel expenses (Home office to Field Office)	Trip	8		
2.	Local transportation costs	Month	12		
3.	Office rent/ accommodation including furniture, clerical assistance etc.	Month	12		
<hr/>					
Grand Total					
<hr/>					

4E. Miscellaneous Expenses

Sl. No.	Description	Unit	Qty.	Unit Price	Total Amount
1.	Communication costs between Field and Office (telephone, etc.)	Month	12		
2.	Drafting, reproduction of reports	Month	12		
3.	Equipment: Vehicles, Computers including software etc.	Month	12		
<hr/>					
Grand Total					
<hr/>					

SECTION-5**Terms of Reference of the RAP Supporting Agency****1. Introduction**

The Government of India (GOI) has requested loan assistance from Japan International Cooperation Agency (JICA) for the improvement of National Highway 40 (including bridges) aiming at improving the road connectivity within the North-East region of India and with other areas, thereby contributing to the economic development in the region. The project is *“Improvement to 2 lanes with paved shoulders/4 lasting of NH-40 between Shillong to Dawki section including construction of Dawki Bridge in Meghalaya”*. National Highway and Infrastructure Development Corporation Limited (NHIDCL) will be the implementing authority of the project.

The Resettlement Action Plan (RAP) for the project which complies with the Resettlement Framework is prepared based on relevant national law of Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (LARR 2013) and with the policy of the JICA Guidelines for Environmental and Social Considerations and World Bank OP 4.12. A RAP supporting agency i.e. Consultant /NGO will be hired by the NHIDCL for the implementation of the RAP.

2. Description of the Project

The total length of the existing NH40 (Shillong - Dawki) stretches approximately 81 km. The vertical alignment varies significantly starting at Shillong with the altitude of about 1500 m, crossing the highest point at about 1,700 m and the lowest at only about 50 m. The project is to improve this section to a two-lane road with paved shoulders. Since the existing NH40 meanders with zigzags and sharp curves passing through mountains, improving the alignment of horizontal curves and bypasses to avoid built-up areas shortens the total length to approximately 71.5 km.

3. Scope of Work- General

The general scope of work shall include i) dissemination of information as described in the policy framework regarding RAP implementation procedure; ii) conducting public consultations, iii) assisting Project Directors and his/her staff in implementation of Resettlement Action Plan and iv) maintain close co-ordination with the Resettlement Specialist of Construction Supervision Consultant (CSC) and NHIDCL staff. Displacement and other impacts due to the project are shown in the table below.

Table-1: Displacement and other impacts

SL It	Loss type	PKG-I	PKG-II	PKG-III	PKG-IV	PKG-V	Total
1	Total quantity of land (ha) affected						
2	Total Households Affected [Land With Residence Structure & Tree+ Residential Structure & Tree + Business With Structure + Rented Business.]						

3	Total commerce and business enterprises (CBEs) affected [Land with Business Structure & Tree+ Business with Structure + Rented Business]						
4	Total community property (CPR) affected						
5	Total number of structures affected						
5a	Total quantity of all structure (sqm) affected						
5.6	Total quantity of residential structure (sqm) affected						
5.c	Total quantity of commercial structure (sqm) affected						
5.d	Total quantity of CPR structures (sqm) affected						
6	Total no. of toilets affected						
7	Total no. of tube wells affected						
8	Total no. of trees on private land affected						
9	No of trees on government land affected						

A list of the affected households with demographic and socio-economic information will be provided to the RAP supporting Consultant /NGO by NHIDCL.

Key implementation issues in the delivery of the tasks includes: (i) consultation and stakeholder participation; (ii) dissemination of relevant information; (iii) assisting executing agency (NHIDCL) in payment of compensation and other resettlement grants (iv) assisting affected persons (APs) in the process of resettlement.

4. Scope of Work- Specific Tasks

4.1 Information Campaign: The consultant will design, plan and implement an information campaign in the affected areas to facilitate the implementation of RAP. The campaign would include measures such as distribution of information booklets, leaflets, notices and other materials among the APs, carrying out community meetings, public announcements and any other measures necessary to provide information to all APs in the project area. The CSC will assist the APs during pre and post relocation period. The Consultant /NGO staff will also assist APs, where necessary, in preparing grievance redress cases for consideration by the Grievance Redress Committee (GRC). Assistance to NHIDCL in payment of Resettlement Benefits to APs. The selected Consultant /NGO will be responsible to assist NHIDCL in processing entitlements for the APs and making payment of resettlement benefits to them. The Consultant /NGO will compile and process data and develop & operate a menu driven computerized Management Information System (MIS) for preparation of entitled persons file and entitlement card for Entitled Person (EP).

4.2 Identification of Entitled Persons: Consult census/survey data and prepare final list of affected households, commercial business enterprises and community establishment now

staying within the Right of Way (ROW) from the list.

4.3 Assistance to APs during relocation: The Consultant /NGO will assist the APs during pre and post relocation period in close coordination with Rehabilitation and Resettlement Committee and NHIDCL

4.4 Assistance to NHIDCL in Payment of Resettlement Benefits to APs: The selected Consultant /NGO will assist NHIDCL in processing entitlements for the APs and making payment of resettlement benefits to them. The Agency will compile and process data and develop & operate a menu driven computerized Management Information System (MIS). The Consultant /NGO will prepare EPs files with type and quantity wise losses and Entitlement Card (EC) mentioning amount of compensation/benefits for each of the EPs and prepare Indent mentioning category wise amount of compensation /benefits. The indent would be approved by the Project Director before making payment. The Consultant /NGO will prepare payment debit voucher on behalf of NHIDCL and assist NHIDCL in preparing Measurement Book.

5. RAP Implementation Schedule and Tasks

The implementation of the RAP is scheduled to start from September 2018 and expected to be completed by September 2019. The Consultant /NGO will be deployed for a period of 12 months and will be responsible to implement all resettlement activities stated in the TOR. The Project Director, in consultation with the RS of the CSC will provide time schedule as per the requirement of the resettlement program. The Consultant /NGO will assist NHIDCL but not necessarily limited to the following:

5.1 **Information Campaign and RAP Disclosure:** The Consultant /NGO will carry out consultation regarding policies and options and collection of legal documents required to claim compensation. Property owners require being advised/helped to gather all required documents. The affected people will be made aware of the GRC procedures for disputes over claims.

5.2 **Disbursement of Compensation:** Payment of compensation to titled and non-titled owners will be processed and paid by NHIDCL through Deputy Commissioner (DC) with assistance from the RS of the CSC. The Resettlement Specialist will supervise and monitor the process and the Consultant /NGO will keep record of the payments and report to the NHIDCL on monthly basis.

5.3 **Notice for Encumbrance Free:** Written notice will be given to individual affected persons at completion of payment of all compensation/entitlement from NHIDCL. The NHIDCL will keep records of issuance date of notice for making ROW encumbrance free signed by both NHIDCL and APs.

5.4 **Taking-over and handing-over sites:** The Consultant /NGO will assist NHIDCL take-over acquired land from DC office and then hand-over to Contractors. Contractors will move into sites the day following expiration of the encumbrance free notice.

6. Major Activity to be perform by Consultant /NGO

The selected Consultant /NGO will assist NHIDCL in implementing successfully all stipulations agreed in the RAP entirety, fairly and transparently. In this context, the major functions to be performed by the Consultant /NGO are:

A: Information dissemination and feedback:

(i) Ensure dissemination of the project and resettlement policy related information to the project-affected persons and others (community groups, local administration, etc.) that might be considered instrumental in the effective and transparent implementation of the RAP. Even though the RAP recommends some dissemination mechanisms, the Consultant /NGO can suggest

more in the process of its implementation and would gather information and disseminate it upward to the project authority.

(ii) During implementation of the project, extensive consultation and collaboration with key stakeholders on a continued basis is planned. The selected Consultant /NGO will be required to assist NHIDCL in organizing such consultation programs and facilitate consultation with local government representatives, local leaders, etc.

B. Assisting APs in resettlement process:

(i) The main purpose is to make the APs and EPs aware of the project goals, importance, GRC procedures, compensation entitlement and receiving procedures, etc. Some of the major activities are: (a) Inform the EPs about the documents required for claiming compensation from DC office & resettlement benefit from NHIDCL (b) checking with the APs to make sure that they have all the required documents to claim compensation from DC and NHIDCL (c) whether or not there are usufruct rights of others on the properties within ROW and informing the people with such rights about the compensation policies.

(ii) Inform the AP households, especially the vulnerable ones, about the "compensation in cash and/or kind" option stipulated in the RAP and ensure fulfillment of the choices made by them.

(iii) Counseling and helping the households, whose previous incomes have been seriously affected, to find alternative source of income.

C. Grievances redress procedure

The selected Consultant /NGO will play vital role in the grievance redress process. The most important preconditions for doing this with maximum effectiveness are that the Consultant /NGO will build personal rapport and confidence with the APs and will be fully aware of all socioeconomic problems/issues arising from the project. Among other things, the Consultant /NGO will:

(i) Ensure that the APs are fully aware of the grievance redress procedure and the process of bringing their complaints to the GRC.

(ii) Assist the APs in any usual manner (e.g., preparing applications, accompanying them to the hearing and explaining the grievance to the GRC and the like) to bring the complaints to the committee.

(iii) Impartially investigate the veracity of the complaints and try to settle them amicably, fairly and transparently before they go to the redress committee or the courts of law.

(iv) For more focused work in this area, the Consultant /NGO will prepare a list of problem cases in implementation of RAP. In doing so, the Consultant /NGO will pay special attention to the problems and needs of the vulnerable APs and recommend to the NHIDCL with probable mitigation measures.

D. Information management

The selected Consultant /NGO will collect computerized Census and Socio Economic Survey data related to the pre-acquisition condition of the AP households and the nature and

magnitude of all categories of losses as well as the compensation thereof determined by NHIDCL. All essential information will have to be generated by using one or more menu-driven MIS. Among other things, the Consultant /NGO will:

- (i) Collect information on Cash Compensation from the DC office and prepare statement for assessing additional payment on the basis of quantity of affected properties.
- (ii) Collect and computerize all information related to different types of payments and additional supports provided to the EP and update the EP file and EC.
- (iii) Prepare 'entitlement card' for the individual EPs as per their types of losses and the amount of compensation due for each type of loss from legal title and the amount of additional compensation/resettlement benefits if any, to be paid by NHIDCL through Consultant /NGO.
- (iv) Record and maintain details of the issues/disputes causing delay in the disbursement/receipt of compensation and the persons involved in them, including the cases brought to the courts of law, if there is any.
- (v) Document information on the cases, with reasons, brought to and resolved by the GRC, with decisions going in favor of or against the complainants.
- (vi) Collect and maintain relocation information on the homestead losers by categories of EP households such as legal owners, squatters, tenants and others.

E. Progress reports

The RAP requires that all APs are paid the stipulated compensations/entitlements before they are evicted from the properties and/or construction work begins. The selected Consultant /NGO will provide NHIDCL weekly report on the progress in RAP implementation, including any issue that might be hindering progress, separately for each bridge. The report will be brief consisting of both quantitative and qualitative information on:

- (i) The Consultant /NGO in its report should reflect the status of total number of APs identified by DC for compensation and progress of payment in a particular period and resettlement benefits paid against DC's payment and other benefits as per RAP policy by zones and EP categories.
- (ii) Number of focus groups formed and meeting held with the affected persons with issues discussed.
- (iii) Number of vulnerable affected households male headed and female headed have received cheques and be deployed in project civil works according to their eligibility.
- (iv) Number of cases received by the Grievance Redress Committee indicating the types of grievance made in favor of or against the complainants.
- (v) Any other issues that are relevant to implementing the policies stipulated in the RAP.

7. Staff requirements

The Consultant /NGO is free to determine the number of members to be working in the team. A bar chart shall indicate the proposed timing of their input. The team members shall meet the following criteria:

- (i) The Team Leader (Resettlement Specialist) is the spokesman for the Consultant /NGO.

He/she shall hold Masters in Social Science and have at least 15 years of relevant experience in implementation of RAP, report writing etc. He/she shall have conducted at least 5 trainings/ workshops in Resettlement Issues, and must be fluent in English.

(ii) The Deputy Team Leader (Resettlement Expert) will assist Team Leader in RAP Implementation process. He shall hold Masters in Social Science and have at least 10 years of relevant experience in implementation of RAP. He shall have conducted at least 5 trainings/ workshops in Resettlement Issues, and must be fluent in English.

(iii) MIS specialist shall hold a degree in Statistics/Mathematics/Computer Science having more than 10 years of relevant experience in Resettlement tools (EP/EC), and be fluent in English.

(iv) Gender and livelihood development specialist will have at least masters in any discipline with 7 years experience in the relevant field.

(v) Area Manager shall hold Masters in Social Science and have at least 5 years of relevant experience in implementation of RAP. He shall have conducted at least 3 trainings/ workshops in Resettlement Issues, and must be fluent in English.

(vi) Enumerators shall be graduates with at least two years relevant experience

A. Consultant /NGO selection criteria:

The Consultant /NGO should have registration with concerned Authorities and experience in implementation of Resettlement Action Plan. The Consultant /NGO will be selected through quality and cost based selection method.

B. Implementation arrangements

The Consultant /NGO has to keep office near the concerned locality (more than one in each zone) during the time of implementation of the RAP in order to ease contact with the APs, the cost of which will be specified in the budget. The Consultant /NGO will make its own transport arrangements, which will be reflected in the budget.

8. Timeframe for Services

8.1 The Consultant /NGOs will be contracted initially for a period of thirty months from the date of their appointment. This contract can be renewed, on mutual agreement, for another year based on the performance of the selected Consultant /NGO to the satisfaction of the BO.

S.No.	Task Description	Time for completion
1	Inception Report	At the end of the 2 nd week after commencement of services.
2	a. Joint verification, issue of identity card and submission of corrected data, if any, including proposal for replacement and up gradation of community assets b. Additional and /or missing census survey records of PAPs (to be collected only after due approval of such cases by RO in writing) including profiles of PAPs in such survey	a. At the end of the 2 nd month after commencement services b. at the end of the 3 rd month after commencement of services.
3	Monthly ProgressReport /Quarterly Progress Report covering the activities in the scope of works and corresponding deliverables	In 7 days from the end of each month /quarter.

4	Facilitating disbursement of the entitlements for 50% of total PAPs in the 1st milestone coinciding with the milestone sections fixed by BO, Meghalaya.	At the end of the 5 th month after commencement of services.
5	Disbursement of the entitlements for the remaining PAPs in the 1st milestone	At the end of the 6 th month after commencement of services.
6	a. Disbursement of the entitlements for remaining PAPs in the 2 nd milestone a. Facilitating resettlement of PAPs to the resettlement site(s)	At the end of the 6 th month after commencement of services.
7	Draft Final Report summarizing the action taken and other resettlement works to be fulfilled by the Consultant /NGO	One month before Completion of service / 9 th month after commencement of services.
8	Final report summarizing the action taken and other resettlement works to be fulfilled by the Consultant /NGO.	At the end of the service / 11 th month after commencement of Services Incorporating suggestions of BO on the draft report.

9. Conditions of Services

The Consultant /NGO shall ensure that the RAP is implemented on an effective and proper manner. The prime responsibility of the Consultant /NGO shall be to ensure that each and every eligible PAF receive appropriate and due entitlement (within the R&R policy of the project). Additionally, the Consultant /NGO shall help BO in all other matters deemed to be required to implement the RAP. All documents created, generated or collected during the period of contract in carrying out the services under this assignment will be the property of BO. No information gathered or generated during and in carrying out this assignment shall be disclosed by the Consultant /NGO without the explicit permission of the BO. In order to carry out above tasks, Consultant /NGO staff (responsible for RAP implementation) will have to be stationed in the project area. While the Consultant /NGO will have its head office at Meghalaya, its team members **will** be stationed in all districts along the project corridors. Besides contacting PAPs on an individual basis to regularly update the baseline information, group meetings and village level meetings will be conducted by the Consultant /NGOs on a regular basis. The frequency of such meetings will depend on the requirements of the PAPs but should occur at least once a month to allow the PAPs to remain up to date on project development. Consultant /NGO will encourage participation of individual PAPs in such meetings by discussing their problems.

10. Payment Schedule:

10.1 The following payment milestone is proposed for making the payment to the Consultant /NGO. The payment will be made subject to the submission of a certificate from the BO, NHIDCL that the targets have been achieved in a satisfactory manner.

Sl. No .	Indicative Payment Milestone	Payment (% of Contract Value)
1	On submission of the inception Report complete in all respects	10%
2	On completion of the identification, verification of DPs and initial consultation sessions, and Submission of updated data on PAPs (Identification and Verification report) and review of the same by the NHIDCL.	14%
3	On submission and approval of first 30% of the Micro Plans of PAPs	8%
4	On submission and approval of second 30% of the Micro Plans of PAPs	9%
5	On submission and approval of final 40% of the Micro Plans of PAPs	9%
6	On completion of the rehabilitation process and implementation of Livelihood and Income Restoration Program and HIV/AIDs, healthand Hygi	16%
7	On submission of the Final Completion Report	14%
8	On approval of the Final Completion Report	20%
	Total	100%

10.2 The above remuneration includes all costs related to carrying out the services, including overhead and inclusive of all taxes including Goods and Service tax.

SECTION - 6
STANDARD FORMS OF CONTRACT

**Selection of Consultants/ NGOs to assist in implementation of Resettlement Action
Plan for:**

**Improvement to 2 lane with paved shoulder of NH-40 between Shillong to Dawki
section (from design km. 0+000 to km. 71+520) and the section of NH-44/NH-40
(Design km. 0+000 to km. 0+800) Guwahati - Shillong - Jowai road, Design Length =
72.32 km in Meghalaya for execution on Engineering, Procurement and Construction
(EPC) mode under JICA loan assistance**

Between

**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT
CORPORATION LTD. (NHIDCL)**

and

[Name of Consultancy firm/ NGO]

Place:

Dated:

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I. FORM OF CONTRACT

Lump Sum Remuneration

This CONTRACT (hereinafter called the “Contract”) is made the _____ day of the month of _____, 20____, between, on the one hand, _____ (hereinafter called the “Client”) and, on the other hand, _____ (hereinafter called the “Consultant /NGO”).

[*Note: If the Consultant /NGO consist of more than one entity, the above should be partially amended to read as follows:

“.....(hereinafter called the “Client”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant /NGO obligations under this Contract, namely, _____ and _____ (hereinafter called the “Consultant /NGO”)”]

WHEREAS

- (a) the Client has requested the Consultant /NGO to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Consultant /NGO, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (hereinafter called “GC”);
 - (b) The Special Conditions of contract (hereinafter called “SC”);
 - (c) The following Appendices:
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub-consultants
 - Appendix D: Breakdown of Contract Price in Local Currency
 - Appendix E: Services and Facilities Provided by the Client
- 2. The mutual rights and obligations of the Client and the Consultant /NGO will be as set forth in the Contract, in particular:
 - (a) The Consultant /NGO will carry out the Services in accordance with the provisions of the Contract; and

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- (b) The Client will make payments to the Consultant /NGO in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first written above.

FOR AND ON BEHALF OF
[NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF Consultant /NGO]

By
(Authorized Representative)

[Note: If the Consultant /NGO consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE Consultant /NGO

[Name of Member]

By

(Authorized Representative)

[Name of Member]

By

(Authorized Representative)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) **“Contract” means** the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) **“Contract Price”** means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) **“Foreign currency”** means any currency other than the currency of Government;
- (e) **“GC”** means these General Conditions of Contract;
- (f) **“Government”** means the Government of India or Government of MEGHALAYA as the case may be;
- (g) **“Local currency”** means the currency of the Government;
- (h) **“Member”**, in case the Consultant /NGOs consist of a joint venture of more than one entity, means any of these entities, and **“Members”** means all of these entities; **“Member in Charge”** means the entity specified in the SC to act on their behalf in exercising all the Consultant /NGO 's rights and obligations towards the Client under this Contract. (i) **“Party”** means the Client or the Consultant /NGO, as the case may be, and Parties means both of them;
- (j) **“Personnel”** means persons hired by the Consultant /NGO or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) **“SC”** means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (l) **“Services”** means the work to be performed by the Consultant /NGO pursuant to this Contract as described in Appendix A; and
- (m) **“Sub-consultant”** means any entity to which the Consultant /NGO subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultant /NGO may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

Unless otherwise specified in the SC, the Consultant /NGO, Sub-consultant and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultant /NGO will begin carrying out the service fifteen days within the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purpose of this Contract, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultant /NGO, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) if the Consultant /NGO do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultant /NGO become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Consultant /NGO is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant /NGO, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client , and includes collusive practice among Consultant /NGO (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.6.2 By the Consultant /NGO

The Consultant /NGO may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- (a) if the Client fails to pay any monies due to the Consultant /NGO pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultant /NGO that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Consultant /NGO is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant /NGO:

- (a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) Except in the case of termination pursuant to paragraphs (a) and (d) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. OBLIGATIONS OF THE CONSULTANT /NGO

3.1 General

The Consultant /NGO will perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant /NGO will always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultant or third parties.

3.2 Conflict of Interests

3.2.1 Consultant /NGO Not to Benefit from Commissions Discounts, etc.

The remuneration of the Consultant /NGO pursuant to Clause 6 shall constitute the Consultant /NGO 's sole remuneration in connection with this Contract or

the Services, and the Consultant /NGO will not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant /NGO will use their best efforts to ensure that the Personnel, any Sub-consultant, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultant /NGO and Affiliates Not to Be Otherwise Interested in Project

The Consultant /NGO agree that, during the term of this Contract and after its termination, the Consultant /NGO and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant /NGO nor their Sub-consultant nor the Personnel will engage, either directly or indirectly, in any of the following activities:

- (a) During the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) After the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant /NGO , their Sub-consultant, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be taken out by the Consultant /NGO

The Consultant /NGO (a) shall take out and maintain, and shall cause any Sub-consultant to take out and maintain, at their (or the Sub-consultant's, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant /NGO 's Actions Requiring Client's Prior Approval

The Consultant /NGO will obtain the Client's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultant"), and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultant /NGO will submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultant /NGO to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant /NGO in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultant /NGO will, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultant /NGO may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

4. Consultant /NGO 'S PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant /NGO 's Key Personnel are described in Appendix C. The Key Personnel and Sub-consultant listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant /NGO s, it becomes necessary to replace any of the Key Personnel, the Consultant /NGO will forthwith provide as a replacement a person of equivalent or better qualifications. In case notice to commence services is given within 120 days of negotiations, reduction in remunerations for the balance period after replacement shall be: (i) @ 5% of the monthly rate for replacement up to 33%; (ii) @ 10% of the monthly rate for replacement more than 33% and up to 50%; and (iii) @ 15% of the monthly rate for replacement more than 50% and up to 66%. In case, replacement beyond 66% is required (in exceptional circumstances, where it becomes absolutely essential) the remunerations of the substitute shall be reduced by 50 % of the original person replaced; the Department may initiate action for termination/debarment of such Consultant for future projects of NHIDCL/ MORTH for a period of 6 months to 24 months depending upon the severity of case
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant /NGO will, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) The Consultant /NGO will have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client will use its best efforts to ensure that it will provide the Consultant /NGO such assistance and exemptions as specified in the SC.

5.2 Changes in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of services rendered by the Consultant /NGO , then the remuneration and reimbursable expenses otherwise payable to the Consultant /NGO under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the ceiling amounts referred to in Clauses 6.2, as the case may be.

5.3 Services and Facilities

The Client shall make available to the Consultant /NGO the Services and Facilities listed under Appendix E.

6. PAYMENTS TO THE CONSULTANT /NGO S

6.1 Lump Sum Remuneration

The CONSULTANT /NGO 's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultant's costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant /NGO in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The price payable in local currency (INR) is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant /NGO and according to the payment schedule stated in the SC. All payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant /NGO has submitted an invoice to the Client specifying the amount due. 10% of each payment will be deducted from each in-voice (Bill) maximum up to 10% of the Accepted Contract Amount as a security deposit which would

be returned back to the Consultant /NGO after 06 (Six) months of satisfactory completion of the complete assignment.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

8. Retention Money

An amount equivalent to 5% of the accepted Contract amount shall be retained at the end of the Contract in the form of Performance BG for accuracy of work and **same will be released after 06 months of the successful completion of complete assignment.**

9. Penalty

9.1 Penalty for Error Variation

If error variation in any of the assigned work is more than +/- 15%, the penalty equivalent to 5% of contract value shall be imposed. For this purpose, retention money equivalent to 5% of the contracted value will be forfeited.

9.2 Penalty for Delay

In case of delay in completion of services, a penalty equal to 0.05% of the Contract price per day subject to a maximum 5% of the Contract value will be imposed and shall be recovered from payments due/ performance security. However, in case of delay due to reasons beyond the control of the Consultant /NGO s, suitable extension of time will be granted.

10. Performance Security

- 10.1 The Bid Security paid by the Consultant shall be returned to the consultant after receipt of Bank Guarantee for Performance Security for an amount equal to **5%** (five percent) of the total contract value in the format prescribed in Appendix-F, from one of the Nationalized/ Scheduled Banks in India, approved by RBI having a net worth of not less than 500 crore as per the latest Annual Report of the Bank, in favour of the **Managing Director, National Highways & Infrastructure Development Corporation Limited payable at New Delhi** (the "**Performance Security**"). In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JV. The Performance Security shall be valid for a period of stipulated time of completion plus **200 days**. The Bank

Guarantee confirmation shall be transmitted online through SFMS gateway to NHIDCL banker i.e Syndicate Bank, 1, Parliament Street, Transport Bhawan, New Delhi-110001.

- 10.3 It is expressly understood and agreed that the Performance Security is intended to secure the performance of entire contract. The performance security will be discharged by NHIDCL and returned to the Consultancy firms after six months of successful completion of the services.
- 10.5 NHIDCL reserves the right of forfeiture of the Performance Security in addition to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of Contract.
- 10.6 Should the stipulated time for completion of work for whatever reason get extended, the consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of Performance Security furnished by him extended and shall furnish the extended / revised Bank Guarantee to NHIDCL at least one month before the expiry date of the Bank Guarantee originally furnished.

III. SPECIAL CONDITIONS OF CONTRACT

Number of Amendments of, and Supplements to, Clauses in the General GC Clause * Conditions of Contract

1.3 The language is: English

1.4 The addresses are:

Client : NHIDCL,
PTI Building, 3rd Floor
4, Parliament Street,
NEW DELHI-110001

Attention : _____

Facsimile : _____

Consultant /NGO s : _____

Attention : _____

Facsimile : _____

1.6 The Authorized Representatives are :

For the Client : _____

For the CONSULTANT /NGO : _____

* Clauses in brackets are optional; all notes should be deleted in final text.

1.7

The Consultant /NGO , Sub-consultant and their Personnel shall pay all taxes inclusive of Goods and Service Tax, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.1 The date on which this Contract shall come into effect is: the date of signing of the Contract.

2.2 The date for commencement of Services is: the date of signing of the Contract.

- 2.3 The period shall be 24 months from the date mentioned in 2.2 above.
- 3.2.3 Note : It is essential that Consultant /NGO who advise Clients on the privatization of state-owned enterprises or other assets (or on related problems), be prohibited from “switching sides” upon completion of their assignment and then either appearing as purchaser of these enterprises/assets or advising potential purchasers in this context. In these situations, the following provision must be added to Clause 3.2.3:
- “For a period of two years after the expiration of this Contract, the Consultant /NGO will not engage, and shall cause their Personnel as well as their Sub-consultant and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract, nor shall they engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant /NGO also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities”.
- 3.4 **The risks and the coverage shall be:**
- (1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultant /NGO or their Personnel or any Sub-consultant or their Personnel, for the period of Consultancy;
 - (2) Third Party liability insurance, with a minimum coverage for one percent of the contract amount for the period of Consultancy;
 - (3) Client’s liability and workers' compensation insurance in respect of the Personnel of the Consultant /NGO is of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
 - (4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and
 - (5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant /NGO 's property used in the performance of the Services, and (iii) any documents prepared by the Consultant /NGO in the performance of the Services.
- 3.5 (c) Participation in similar services in the client organisation.
- 3.7 The Consultant /NGO will not use these documents for purposes unrelated to this Contract without prior written approval of the Client.
- 5.1 Nil.

6.2 The amount in local currency is

6.4 The accounts are:

for local currency:

Payments shall be made according to the following schedule:

Payment Milestones

Sr. no.	Indicative Payment Milestone	Indicative Payment (% of contract Value)
1	On submission of the inception Report complete in all respects	10%
2	On completion of the identification, verification of PAPs and initial consultation sessions, and submission of updated data on PAPs (Identification and Verification report) and review of the same by the NHIDCL.	14%
3	On submission and approval of first 30% of the Micro Plans of PAPs	8%
4	On submission and approval of second 30% of the Micro Plans of PAPs	9%
5	On submission and approval of final 40% of the Micro Plans of PAPs	9%
6	On completion of the rehabilitation process and implementation of Livelihood and Income Restoration Program	16%
7	On submission of the Final Completion Report	14%
8	On approval of the Final Completion Report	20%

7.2 Dispute Settlement

7.2 (i) Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with following provisions:

7.2 (ii) Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Director (A&F), National Highway & Infrastructure Development Corporation Ltd., New Delhi for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, Director (A&F), National Highways & Infrastructure Development Corporation Ltd., New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant /NGO shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the later of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- (c) If, in a dispute subject to Clause 7.2 (ii) (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

7.2(iii) Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India.

7.2(iv) Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2(v) Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2 (ii) hereof shall be recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2(vi) Miscellaneous

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in NEW DELHI.
- (b) The English language shall be the official language for all purposes.
- (c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

Appendix A

Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

----- Given in the TOR -----

Appendix B

Reporting Requirements

[List format, frequency and contents of reports; persons to receive them; dates of submission, number of copies, etc. If no reports are to be submitted, state here “**Not Applicable**”.]

--Five (05) copies of each report are to be submitted.

Detail of submission of Report and the time line shall be as per Clause 5 of Section-5, TOR

All other reports/ documents as required and mentioned in TOR shall be submitted by Consultant /NGO .

Appendix C

Key Personnel and Sub-consultants

(Refer Clause 4.1 of the Contract)

List under:

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications and experience of Personnel to be assigned to work in India, and staff-months for each.
- C-2 List of approved Sub-consultant [if already available]; same information with respect to their Personnel as in C-1
- C-3 Same information as C-1 for local Key Personnel.

Appendix D

Breakdown of Contract Price in Local Currency

List here the elements of cost used to arrive at the breakdown of the lump sum price - local currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures.

This appendix will inclusively be used for determining remuneration for additional services.

Appendix E

Services and Facilities Provided by the Client

- Nil -

Appendix F

To,
Managing Director,
National Highways and Infrastructure Development Corporation Ltd.
PTI Building, 3rd Floor, 4, Parliament Street
New Delhi - 110001

(Kind Attention: W Blah , Executive Director)

In consideration of "National Highway and Infrastructure Development Corporation Ltd. " (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....having its office at (Hereinafter referred to as the "Consultant /NGO " which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement no. / Letter of Acceptance No. dated and the same having been unequivocally accepted by the Consultant/NGO , resulting in a Contract valued at Rs...../- (Rupees.....) inclusive of all taxes including Goods & Service Tax for ***"Resettlement Action Plan for Improvement to 2 lane with paved shoulders of NH-40 between Shillong to Dawki section (from design km. 0+000 to km. 71+520) and the section of NH-44/NH-40 (Design km. 0+000 to km. 0+800) Guwahati - Shillong - Jowai road, Design Length 72.32 km in Meghalaya for execution on EPC Mode under JICA loan assistance"*** under - Contract Package No. (Hereinafter called the "Contract"), and the Consultant /NGO having agreed to furnish a Bank Guarantee to the Client as "Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs...../- (Rupees.....).

We,having registered office ata body registered/constituted under the(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all money payable by the Consultant /NGO to the extent of Rs.(Rupees.....) as aforesaid at any time up towithout any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant /NGO or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Consultant /NGO . The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant

/NGO and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant /NGO any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant /NGO and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant /NGO 's liabilities.

Notwithstanding anything contained herein,

a) Our liability under this Bank Guarantee is limited to Rs.....(Rupees.....) and it shall remain in force up to and includingand shall be extended from time to time for such period as may be desired by M/s....., on whose behalf this guarantee has been given.

b) This Bank Guarantee shall be valid up to

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(date of expiry of Guarantee).

This guarantee shall also be operable at our_____, New Delhi office, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

The liability of bank under this Guarantee shall not be affected by any change in the constitution of the consultant or of the Bank.

(Signature of the Authorized Official)
(Name & Designation with Bank Stamp)

NOTE for Issuing Bank (Not to be included in the BG):-

(i) The bank guarantee(s) contain(s) the name, designation and Code number of the officer(s) signing the guarantee(s).

(ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

(iii) The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).

(iv) The Bank Guarantee shall be transmitted through SFMS gateway to our banker with following details:

S. No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch IFSC	SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank transport Bhawan, 1st Parliament Street, New Delhi-110001

(v) The confirmation with supporting details if any shall be specifically mentioned in the covering letter issued with the Bank Guarantee.

Appendix G

INTEGRITY PACT

BETWEEN

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

(NHIDCL) hereinafter referred to as "The Principal" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

..... hereinafter referred to as "The Bidder/Consultant" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) for *(Resettlement Action Plan for Improvement to 2 lane with paved shoulders of NH-40 between Shillong to Dawki section (from design km. 0+000 to km. 71+520) and the section of NH-44/NH-40 (Design km. 0+000 to km. 0+800) Guwahati - Shillong - Jowai road, Design Length 72.32 km in Meghalaya for execution on EPC Mode under JICA loan assistance)* (hereinafter referred to as the 'Project'). The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Consultant(s).

In order to achieve these goals, the Principal has appointed Dr. Satyanarayana Dash, IAS (Retd.) Independent External Monitor (IEM), NHIDCL, who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project. The contact details of Dr. Satyanarayana Das are as under-

H16-206, Kanan Vihar, Phase-I, Chandrasekharapur,

Bhubaneswar, Odhisa - 751024.

Mobile: 9776751669

Email: satya8may@yahoo.co.in

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Consultant (s)/Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Consultant (s)/Bidder(s) the same information and will not provide to any Consultant (s)/Bidder(s), confidential/additional information through which the Consultant (s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons. The Principal shall obtain bids from only those parties who have been short-listed or pre qualified or through a process of open advertisement/web publishing or any combination thereof.
- (2) If the Principal obtains information on the conduct of any of its employees, Consultant (s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and subject to its discretion, can additionally initiate disciplinary actions.
 - (3) The Principal will enter into agreements with identical conditions with all Consultant (s)/Bidder(s) for the different Work Packages in the aforesaid Project.
 - (4) The Principal will disqualify from the tender process all Consultant (s)/Bidder(s) in the range of Rs 50 Crore and above, who do not sign this Pact or violate its provisions.

Section 2 - Commitments of the Bidder(s) / Consultant(s)

- (1) The Bidder(s) / Consultant (s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/Consultant(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in

exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.

- (b) The Bidder(s)/ Consultant (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s)/ Consultant (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/ Consultant (s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/ Consultant (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Consultant (s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-"A".
 - (e) The Bidder(s)/ Consultant (s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/ Consultant (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and/ or exclusion from future contracts.

- (1) If the Bidder(s)/ Consultant (s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, is entitled to disqualify the Bidder(s)/ Consultant (s) from the tender process or terminate the contract, if already awarded, for that reason, without prejudice to any other legal rights or remedies available

to the Principal under the relevant clauses of GCC /SCC of the tender/contract.

- (2) If the Consultant (s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Consultant (s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.
- (3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the Consultant has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the Consultant from further tender/contract award processes.
- (4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (5) If the Consultant (s)/Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

Section 4: Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s)/ Consultant (s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (BID SECURITY)/Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/ Consultant (s) understands and agrees that this will be in addition to the disqualification and exclusion of the Consultant (s)/Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.
- (2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the Consultant, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/ Special Conditions of Contract.

The Consultant (s)/Bidder(s) be in addition to the Bidder(s)/ Consultant (s), as terms of Section 3 above. understands and agrees that this will disqualification and exclusion of the may be imposed by the Principal in

Section 5: Previous transgression

- (1) The Bidder(s)/ Consultant (s) herein declares that it has committed no transgressions in the last 3 years with any other Company in any country conforming to the anti corruption approach as detailed herein or with government/ any other Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/ Consultant (s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/ Consultant (s) can be black listed in terms of Section 3 above.

Section 6: Independent External Monitor / Monitors

- (1) The Principal shall, in case where the Project Value is in excess of Rs 50 Crore and above, appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.
- (2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the MD, NHIDCL. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid Monitor.
- (3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the Managing Director, NHIDCL.
- (4) The Bidder(s)/ Consultant (s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the Consultant. The Consultant will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the

information and documents of the Bidder (s) / Consultant (s) with confidentiality.

- (5) The Principal will provide to the Monitor, sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Consultant.
- (6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the Principal and request the Principal to discontinue and/or take corrective action, or to take other relevant action (s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.
- (7) The Monitor will submit a written report to the MD, NHIDCL within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.
- (8) If the Monitor has reported to the MD, NHIDCL, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, NHIDCL, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, NHIDCL / MD.
- (9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

Section 7 Criminal Consultant(s)/charges against violating Bidder(s) / Subconsultant(s)

If the Principal obtains knowledge of conduct of a Bidder/ Consultant or any employee or a representative or an associate of a Bidder/ Consultant, which constitutes a criminal offence under the IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will forthwith inform the same to the Chief Vigilance Officer, NHIDCL/MD.

Section 8 - Duration of the Integrity Pact

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Consultant (s), 3 (three) months after

the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded.

If any claims is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by MD of NHIDCL.

The Bidder(s)/ Consultant (s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes/is brought to the notice of the Principal, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Consultant(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

Section 9 - Other provisions

- (1) This Agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Consultant is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement shall remain valid and binding. In such a case, the parties will strive to come to an Agreement in accordance to their original intentions.
- (5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the Principal)

(For & On behalf of Bidder/
Consultant)

(Office Seal)

(Office Seal)

Place _____

Date —

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)